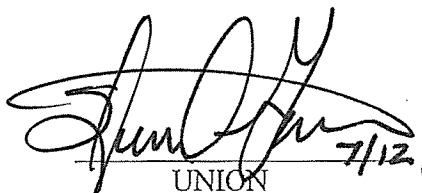


CITY OF CHULA VISTA PACKAGE COUNTER PROPOSAL TO MM/PROF/SEIU
TENTATIVE AGREEMENTS

Date: July 9, 2013

The Union and the Employer have tentatively agreed to a successor collective bargaining agreement that goes into effect on July 1, 2013 subject to ratification of the respective parties and shall stay in full force and effect until midnight June 30, 2015. The following material terms, as attached: Salary Adjustments, Flex Benefits, Job Sharing, and Professional Enrichment, represent all modifications to the existing Memorandum of Understanding. All other Articles remain unchanged.. Both parties agree that TA's are agreed upon in substantial form and that minor editing and corrections may be made for incorporation and final approval of the MOU.

The parties will endeavor to complete the approval processes as quickly possible. With that in mind, the parties agree that the salary adjustments shall begin by July 12, 2013 or be retroactive to that date, if the formal approval processes are not complete.



UNION

TENTATIVE AGREEMENT

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MANAGEMENT

SALARY ADJUSTMENTS

The Parties agree to the following :

Section II [Compensation], Subsection A [Wages], Article 2.01 [Wages], paragraph II shall now read:

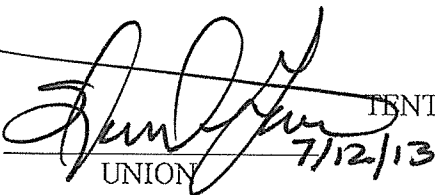
A. Salary adjustments shall be made as follows:

1. For Fiscal-Year 2013-2014:

- a. Starting July 12, 2013, all MM/PROF/SEIU represented employees shall receive a 2% salary adjustment.
- b. In the first full pay period of January 2014, MM/PROF/SEIU represented employees shall receive the following salary adjustments:
 - i. MM/PROF/SEIU represented employees in classifications identified by the City in attachment 1 shall receive a 3% salary adjustment.
 - ii. MM/PROF/SEIU represented employees in classifications identified by the City in attachment 2 shall receive a 2% salary adjustment.
 - iii. MM/PROF/SEIU represented employees not receiving salary adjustment set forth in section A.1.b.i or ii, shall receive a 1% salary adjustment.

2. For Fiscal-Year 2014-2015:

- a. There shall be no automatic salary adjustments. However, the City would endeavor to in good faith, but cannot commit and is not required to, provide additional salary adjustments in FY 2014-15 based upon the City Manager's determination that salary adjustments are feasible based upon, but not limited to, consideration of the following financial indicators:


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TENTATIVE AGREEMENT

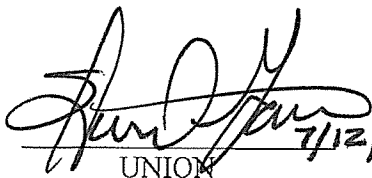

MANAGEMENT

- The Five Year Financial Forecast prepared by the Finance Department reflects a structurally balanced budget during the term of the next possible salary adjustment increases during the re-opener period set forth in this paragraph.
- Assessed Value increased greater than the 2% CPI based on the most recent report from the County of San Diego.
- General Fund total operating reserves have remained stable from the prior fiscal year.
- Sales Tax Trends reflect average increases in the past three consecutive reporting periods when compared to the same reporting periods in the prior year.

- b. To allow for salary adjustment increases, the City may reopen the MOU at any time starting in the in the month of February 2014 for salary adjustment increases, that would be implemented during the FY 2014-2015 time period.

3. For Fiscal Year 2014-2015, the City agrees that prior to City action based upon the Salary Survey, it shall provide a PDF copy of the Salary Survey to MM/PROF/SEIU, and MM/PROF/SEIU that shall have a period of 60 days from receipt of the Salary Survey to review and provide comments on the Salary Survey. MM/PROF/SEIU shall provide its comments regarding the Salary Survey to the City within the aforementioned 60-day period. The City shall provide MM/PROF/SEIU's comments to the City's outside consultant on the Salary Survey. The Salary Survey shall be that document which the City intends to provide to its consultant for review.

4. MOU TERM: The MOU expires on June 30, 2015.


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TENTATIVE AGREEMENT

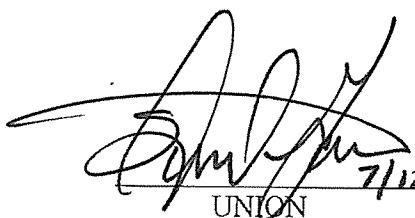
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MANAGEMENT

FLEX BENEFITS

The Parties agree to the following :

The Flex Benefit amount for Employee-Only, those with coverage outside of the City, and those employees covered by another City employee is fixed at the amount provided in the calendar year 2013 (\$12,436). The flex amount for Employee +1 and Employee + Family will be adjusted under the current 50/50 cost sharing formula.


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MANAGEMENT

CITY OF CHULA VISTA PROPOSAL TO SEIU 221-MM/PROF

SEIU LOCAL 221-MM/PROF PROPOSAL
DATE: 05/16/2013

ARTICLE 3.08 JOB SHARING

CURRENT LANGUAGE:

The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified in writing by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

CONCERNS:

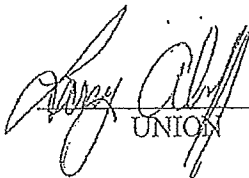
- City should determine, on a case-by-case basis, if job sharing is beneficial to the department and whether or not employees involved are eligible and qualified to ensure the utmost effective and efficient service delivery to the citizens of Chula Vista.

PROPOSED LANGUAGE:

~~The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person. A MM/PROF represented employee may submit a request to his or her appointing authority to share his or her job with another eligible and qualified employee or eligible person. The Human Resources Director, after consideration of the recommendation by the Appointing Authority, may grant or deny such request. Approval shall not be unreasonably withheld. If granted, jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified, in writing, by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.~~

RESULT:

The proposed language ensures that the City has sole authority in granting job-sharing requests in order to ensure the utmost effective and efficient service delivery to the citizens of Chula Vista.


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TENTATIVE AGREEMENT


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CITY OF CHULA VISTA PROPOSAL TO SEIU 221-MM/PROF

SEIU LOCAL 221-MM/PROF PROPOSAL

DATE: 05/02/2013

ARTICLE 2.08 PROFESSIONAL ENRICHMENT

CURRENT LANGUAGE:

Employees represented by MM/PROF are eligible to participate in the City's Professional Enrichment Program. The annual Professional Enrichment Fund allotment for MM/PROF employees is \$15,000. An employee is eligible to receive up to \$250 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132, or any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first serve basis until the funds have been exhausted.

MM/PROF and City may by mutual agreement use up to one-half of these funds for agreed upon classroom training, organizational development, or team-building.

CONCERNS:

Current language does not tie training to improving the employee's skill level in their current, or future, position and lacks additional accountability in support of the City's Quality Workforce Program, as a tool to ensure the utmost effective and efficient service delivery to the citizens of Chula Vista.

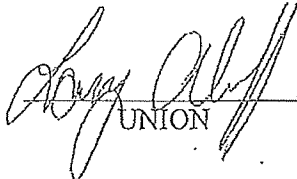
PROPOSED LANGUAGE:

Employees represented by MM/PROF are eligible to participate in the City's Professional Enrichment Program.

To qualify as a reimbursable expense, the employee must demonstrate a link to their current job or career path. Requests for professional enrichment reimbursement must be approved by the employee's supervisor, prior to any expenses being incurred, under the following terms:

- Relevant training needs/requests are identified in performance goals*
- Training to improve current skills or help in career advancement*
- Employee shall, upon request, report out/follow-up after training*

The annual Professional Enrichment Fund allotment for MM/PROF employees is \$32,000. An employee is eligible to receive up to \$1000 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second


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CITY OF CHULA VISTA PROPOSAL TO SEIU 221-MM/PROF

SEIU LOCAL 221-MM/PROF PROPOSAL

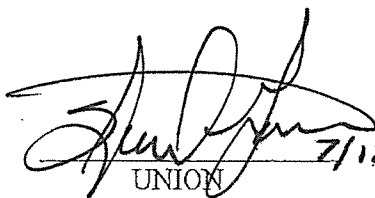
DATE: 05/02/2013

Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132, or any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for reimbursement. Reimbursements are on a first come, first served, basis until the funds have been exhausted.

MM/PROF and City may, by mutual agreement, use up to one-half of these funds for agreed upon classroom training, organizational development, or team-building.

RESULT:

Provides additional accountability in support of the City's Quality Workforce Program, as a tool to ensure the utmost effective and efficient service delivery to the citizens of Chula Vista.



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TENTATIVE AGREEMENT

7/12/13



MANAGEMENT